



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

July 01, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 July 1, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AUTHORIZE RIGHT OF ENTRY PERMIT TO SUKUT CONSTRUCTION, LLC TO TEMPORARILY STORE CONSTRUCTION EQUIPMENT AT FUTURE FIRE STATION 104 SITE IN SANTA CLARITA (5TH DISTRICT) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District (Fire District) is requesting authorization to issue a Right of Entry Permit (Permit to Enter) to allow Sukut Construction, LLC (Sukut) to temporarily store their construction equipment at the Fire District's future Fire Station 104 site in the City of Santa Clarita until January 31, 2015, and authorization for the Fire Chief to approve similar permits in the future for other District properties.

### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

- 1) Authorize the Fire District to approve the attached Permit to Enter to allow Sukut to temporarily store their construction equipment at Fire District's future Fire Station 104 site in the City of Santa Clarita.
- 2) Delegate authority to the Fire Chief of the Fire District or his designee to approve future Right of Entry Permits and other similar documents involving the temporary use of District properties, reviewed and approved as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Fire District has received a request from Sukut, a private construction company, to store equipment that is necessary to perform grading and storm drain work in the vicinity at the future Fire Station 104 site. Sukut will complete grading and storm drain work in the immediate area surrounding the Fire District's future Fire Station 104 site at the intersection of Newhall Ranch Road and Golden Valley Road in the City of Santa Clarita through January 31, 2015. The Fire Station 104 site consists of a graded dirt pad with no improvements, and the Fire District does not anticipate needing the site prior to January 31, 2015, as the architectural plans for construction of the station have not yet been developed.

Approval of Sukut's request will be provided under the terms of a Right of Entry Permit. Sukut has agreed to comply with all terms and conditions set forth by the Fire District, including maintaining the premises and surrounding area in a clean and sanitary condition to the satisfaction of Fire District and have the necessary insurance coverage requirements.

In addition to authorizing the Fire Chief to approve the Right of Entry Permit for Sukut, the Board is requested to authorize the Fire Chief to approve future permits and other similar documents involving temporary use of or access to Fire District properties, upon approval as to form by County Counsel, in order to expedite approval of such requests in the future.

### **Implementation of Strategic Plan Goals**

Authorization of the Right of Entry Permit is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact on the Fire District.

There is no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Right of Entry Permit will be valid from date of execution through January 31, 2015, unless revoked earlier.

The Right of Entry Permit has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

### **CONTRACTING PROCESS**

The Honorable Board of Supervisors

7/1/2014

Page 3

Upon approval by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable, to the Fire District's Planning Division Office at 1320 N. Eastern Avenue, Los Angeles, CA 90063.

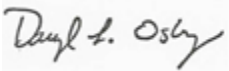
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on emergency services.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable, to the Fire District's Planning Division Office at 1320 N. Eastern Avenue, Los Angeles, CA 90063

Respectfully submitted,

A handwritten signature in cursive script, reading "Daryl L. Osby".

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

## PERMIT TO ENTER

### Permittee:

Sukut Construction, LLC  
4010 West Chandler Avenue  
Santa Ana, CA 92704  
Matt Williams, Project Manager  
Telephone: (714) 540-5351  
Cell: (714) 653-2290

Permit No. 2014-0001  
Los Angeles County Code, Chapter 2.08  
Consideration: See Section 4  
Expiration: See Section 3  
Agent: Debbie Aguirre, Chief  
Planning Division  
Telephone: (323) 881-2404  
FAX: (323) 267-2496

The parties agree as follows:

- PREMISES:** After execution of this Permit to Enter (Permit) by the Consolidated Fire Protection District (District) of Los Angeles County, Permittee is hereby granted permission to enter District property, located at future Fire Station 104 pad, approximately 800 ft. x 250 ft., at the intersection of Newhall Ranch Road and Golden Valley Road in Santa Clarita, CA as depicted on Exhibit "A" ("Premises") attached hereto and incorporated by reference herein. Permittee accepts all conditions and terms of this Permit.
- PURPOSE:** The sole purpose of this Permit is to allow Permittee to enter the Premises in order to store 5 connex containers for use to store fittings and parts for the adjacent construction project that will extend Golden Valley Road up to Plum Canyon Road, as well as nuts, bolts, and other often broken parts for the tractors to be used on the project.
- TERM:** This Permit shall commence upon execution by the District and terminate on January 31, 2015.
- CONSIDERATION:** Consideration for this Permit shall be the parties' faithful performance of their obligations under this permit.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY

DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE

HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA FLINTRIDGE  
LA HABRA

LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWNDALE  
LOMITA  
LYNNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO CAJON

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

*"To Enrich Lives Through Effective And Caring Service"*

5. **ADDITIONAL CHARGES:** Permittee agrees to pay any charges for utilities that may be required and for the safekeeping of the Premises for the prevention of any accidents resulting from the Permittee's activities thereon.
6. **NOTICE:** Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Permittee as follows:

Sukut Construction, LLC  
4010 West Chandler Ave.  
Santa Ana, CA 92704  
Attention: Matt Williams, Project Engineer

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to District shall be addressed to:

Consolidated Fire Protection District of Los Angeles County  
1320 N. Eastern Avenue  
Los Angeles, California 90063  
Attention: Debbie Aguirre, Chief, Planning Division

7. **INDEMNIFICATION:** Permittee agrees to indemnify, defend and save harmless District, County, agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to District property, arising from or connected with Permittee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.
8. **GENERAL INSURANCE REQUIREMENTS:** Without limiting Permittee's indemnification of District, Permittee shall provide and maintain the following types and limits of insurance ("Required Insurance"). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's own expense.

- a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to the District prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and Permittee shall provide District with, or Permittee's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, and term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute, at the sole determination of the District, a material breach of the Contract, upon which the District may suspend or terminate this Contract.
- b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A: VII, unless otherwise approved by District.
- c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which the District immediately may suspend or terminate this Permit. District, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.
- d. Notification of Incidents, Claims or Suits: Permittee shall report to District any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or District in writing within 24 hours of occurrence.

9. INSURANCE COVERAGE REQUIREMENTS:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming District as an additional insured, with limits of not less than the following:
 

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
- b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.

- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

Compensation for District Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to District, Permittee shall pay full compensation for all reasonable costs incurred by District.

- d. The County of Los Angeles and Fire District shall be named as additionally insured.

10. OPERATIONAL RESPONSIBILITIES: Permittee shall:

- a. Comply with and abide by all applicable rules, regulations and directions of District.
- b. Comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.
- c. Complete and sign acknowledgement that Applicant has read, understands, and agrees to fully comply with the Best Management Practices (BMP) Attachment to this permit per Los Angeles County Code Chapter 12.80 Storm water and Runoff Pollution Control.
- d. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of District.
- e. Conduct the permitted activities in a courteous and non-profane manner; and operate without interfering with the use of the Premises by District. District has the right to request Permittee to remove any agent, servant or employee who fails to conduct the permitted activities in the manner heretofore described.
- f. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.

- g. Repair or replace any and all District property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly make repairs, District may have repairs made and Permittee shall pay costs.
  - h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of District, to the conditions that existed prior to the commencement of the permitted activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by District on the day following the termination of this Permit. Should Permittee fail to accomplish this, District may perform the work and Permittee shall pay the cost.
  - i. Allow District to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the District.
  - j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the District.
  - k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.
  - l. Prohibit bringing any hazardous, flammable, or toxic materials on site.
  - m. Prohibit the sale of food.
  - n. Keep a responsible representative of the Permittee available on the Premises during all permitted hours. This person shall carry copies of this Permit herein, for display upon request.
  - o. Prior to entry onto the Premises pursuant to this Permit, notify District of the times and dates the work or activity is to take place.
11. **INDEPENDENT STATUS:** This Permit is by and between District and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between District and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.



12. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
13. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the permitted activities.
14. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.
15. **AUTHORITY TO STOP:** In the event that an authorized representative of the District finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
16. **DEFAULT:** Permittee agrees that if default shall be made in any other terms and conditions herein contained, District may forthwith revoke and terminate this Permit.
17. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the District for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those identified in Section 2 hereof, without prior written approval from the District, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in District. All betterments to the Premises shall become the property of District upon the termination of this Permit.
18. **DISTRICT LOBBYIST ORDINANCE:** Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which District may terminate or suspend this Permit.
19. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

20. ENTIRE AGREEMENT: This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both District and Permittee.
21. TIME IS OF THE ESSENCE: Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
22. POWER AND AUTHORITY: Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
23. SURVIVAL OF COVENANTS: The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

PERMITTEE: Sukut Construction, LLC

By: Matt Williams, Project Manager

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Permittee to the terms and conditions in this Permit.

*Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Permittee.*

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public Signature)

(Notary Public Seal)

Pursuant to Chapter 2.08 of the Los Angeles County Code, this Permit has been executed on behalf of the Consolidated Fire Protection District of Los Angeles County by the Chief of Planning Division on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PERMITTER:

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

DARYL L. OSBY, Fire Chief

BY: \_\_\_\_\_  
Debbie Aguirre, Chief, Planning Division

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By: \_\_\_\_\_  
Scott Kuhn, Principal Deputy

## **Best Management Practices (BMPs) Attachment**

The Los Angeles County Consolidated Fire District (Fire District) requires Permittees and their contractors to implement a program to effectively control water pollution during all Permit construction projects. This project shall conform with the requirements of the following County Code and Permits.

- Los Angeles, California County Code Chapter 12.80 Storm water and Runoff Pollution Control
- Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities Therein, Except the City of Long beach (Order No. 01-182, National Pollutant Discharge Elimination System ([NPDES] No. CAS004001).
- NPDES General Permit No. CAS000002, as amended, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities.

The Permittee or Authorized Representative and their contractors shall know and fully comply with the applicable provisions of these permits and Federal, State and local regulations that govern the Permittee or Authorized Representative's operations and the storm water discharges from the project site.

In order to ensure a minimum level of water quality control, the Permittee or Authorized Representative and their contractors shall effectively implement and maintain appropriate Best Management Practices (BMPs) shown in Table 1. In addition, the Permittee or Authorized Representative and their contractors shall comply with the following requirements.

- Sediments shall not be discharged to the storm drain system or receiving waters. Sediments generated on the construction site shall be retained.
- No construction-related materials: waste, spills, or residue shall be discharged from the project site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
- Non-storm water runoff from equipment, vehicle washing, or any other activities shall be contained within the project site using appropriate BMPs.
- Erosion form slopes and channels shall be prevented.
- Minimize grading during the wet season (October 15 through April 15). All erosion susceptible slopes shall be covered, planted, or protected in any way that prevents sediment discharge from the project site.

## **Year-Round Implementation Requirements**

The Permittee or Authorized Representative and their contractors shall have an effective program for implementing, inspecting, and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water control, and waste management and materials pollution control.

Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between October 1 and April 15, and whenever the National Weather Service predicts rain within 24 hours. The National Weather Service weather forecast shall be monitored and used by the Permittee on a daily basis.

The non-rainy season shall be defined as all days outside the defined rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMP Manual with sediment controls implemented prior to a predicted rain event.

## **Maintenance and Inspection**

The Permittee or Authorized Representative and their contractors shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the BMPs. Unless otherwise directed by the FIRE DISTRICT, the Permittee or Authorized Representative and their contractors are responsible for BMP implementation and maintenance throughout any temporary suspension of work. The Permittee or Authorized Representative shall reimburse the FIRE DISTRICT for the full costs of cleaning or repairing of storm drain, water course, or channel which may be necessary due to ineffective implementation of BMPs.

The project site shall be inspected by the Permittee or Authorized Representative or their contractors a minimum of once every week or at least once for projects that last only one week or less.

## **Report of Non-Permitted Discharge and Enforcement**

If the Permittee or Authorized Representative or their contractors identify any non-permitted discharge into the storm drain system or receiving waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from any regulatory agency, the Permittee or Authorized Representative or their contractors shall immediately inform FIRE DISTRICT Planning Division by calling 323-881-2404. The Permittee or Authorized Representative or their contractors shall submit a written report (see attached Notice of Non-Permitted Discharge) to the FIRE DISTRICT within 5 days of the discharge event, notice or order.

The Permittee or Authorized Representative and their contractors are subject to enforcement action by Chapter 12.80 of the Los Angeles County Code that states:

*"Any person, firm, corporation, municipality or district or any officer or agent of any firm, corporation, municipality or district violating any provision of this chapter shall be guilty of a misdemeanor. Such violation shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not to exceed six months, or by both fine and imprisonment. Each day during any portion of which such violation is committed, continued or permitted shall constitute a separate offense and shall be punishable as such (Ord. 98-0021 § 1 (part), 1998)."*

In addition, the Permittee or Authorized Representative and their contractors are subject to enforcement action by the State Water Resources Control Board (SWRCB), Environmental Protection Agency, private citizens and citizen groups. The Permittee or Authorized Representative and their contractors shall be responsible for the costs and for liabilities imposed by law as a result of the Permittee or Authorized Representative or their contractor's failure to comply.

Costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against The FIRE DISTRICT or the Permittee or Authorized Representative or their contractors, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

<b>Table 1</b>		
<b>Construction BMPs</b>		
<b>ID</b>	<b>BMP Name</b>	<b>Minimum Requirement(1)</b>
<b>Temporary Soil Stabilization</b>		
SS-1	Scheduling	X (2)
SS-2	Preservation of Existing Vegetation	X (2)
SS-3	Hydraulic Mulch (3)	
SS-4	Hydroseeding (3)	
SS-5	Soil Binders (3)	
SS-6	Straw Mulch (3)	
SS-7	Geotextiles, Plastic Covers, & Erosion Control Blankets/Mats(3)	
SS-8	Wood Mulching	
SS-9	Earth Dikes/Drainage Swales & Ditches	
SS-10	Outlet Protection/Velocity Dissipation Devices	
SS-11	Slope Drains	
SS-12	Streambank Stabilization	
<b>Temporary Sediment Control</b>		
SC-1	Silt Fence (4)	
SC-2	Desilting Basin	
SC-3	Sediment Trap	
SC-4	Check Dram	
SC-5	Fiber Rolls (4)	
SC-6	Gravel Bag Berm (4)	
SC-7	Street Sweeping and Vacuuming	X (2)
SC-8	Sandbag Barrier (4)	
SC-9	Straw Bale Barrier (4)	
SC-10	Storm Drain Protection	X (2)

Wind Erosion Control		
WE-1	Wind Erosion Control	X (2)
Tracking Control		
TC-1	Stabilized Construction Entrance/Exit	
TC-2	Stabilized Construction Roadway	
TC-3	Entrance/Outlet Tie Wash	
ID	BMP Name	Minimum Requirement(1)
Non-Storm Water Management		
NS-1	Water Conservation Practices	
NS-2	Dewatering Operations (5)	
NS-3	Paving and grinding Operations	
NS-4	Temporary Stream Crossing	
NS-5	Clear Water Diversion	
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	X (2)
NS-7	Portable Water/Irrigation	
NS-8	Vehicle Equipment Cleaning	X (2)
NS-9	Vehicle Equipment Fueling	X (2)
NS-10	Vehicle Equipment Maintenance	X (2)
NS-11	Pile Driving Operations	
NS-12	Concrete Curing	
NS-13	Materials and Equipment Use Over water	
NS-14	Concrete Finishing	
NS-15	Structure Demolition/Removal Over or Adjacent to Waters	
NS-16	Temporary Batch Plant	
Waste Management and Material Pollution Control		
WM-1	Material Delivery	X (2)
WM-2	Material Use	X (2)
WM-3	Stockpile Management	
WM-4	Spill Prevention and Control	X (2)
WM-5	Solid Waste Management	
WM-6	Hazardous waste Management	
WM-7	Contaminated Soil Management	
WM-8	Concrete Waste Management	
WM-9	Sanitary/Septic Waste Management	X (2)
WM-10	Liquid Waste Management	



- (1) Additional BMPs may be required based on actual field condition, Contractor operations, or construction operations.
- (2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be verified by the Permittee or Authorized Representative and their Contractor.
- (3) The Permittee or Authorized Representative and their Contractors shall select one of the identified soil stabilization BMPs or a combination thereof.
- (4) The Permittee or Authorized Representative and their Contractors shall select one of the identified sediment control barrier BMPs or a combination thereof.
- (5) Dewatering BMPs are required for discharging accumulated precipitation (rain and snow melt) and for potential contact with groundwater during excavation. Separate permit requirements are applicable for construction dewatering of groundwater.

**Notice of Non-Permitted Discharge**

To: \_\_\_\_\_

Date: \_\_\_\_\_

**Subject: Notice of Discharge**

Project Name: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Date, time, and location of discharge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe any adverse impacts resulting from the discharge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe existing BMP(s) in place prior to the discharge event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date and type of corrective action or BMPs deployed after the discharge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed corrective actions to be taken to reduce, eliminate, and/or prevent recurrence of the discharge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Name of Contact*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*